

# PATIENT LEVEL DATA REQUEST AND DATA USE AGREEMENT

OSH-HIRC – 701 Revised 03/06

<b>For Office Use Only</b>	<b>Name:</b> _____
<b>Request #:</b> _____	<b>Date Received:</b> _____

1. **PDD** Jan-Dec: ☐      **ASCD** Jan-June: ☐ July-Dec: ☐      **EDD** Jan-June: ☐ July-Dec: ☐
2. Range of data requested (years): \_\_\_\_\_ 3. Format: ☐ Comma Delimited Text ☐ SAS (Version 8 or higher)  
☐ Other \_\_\_\_\_
4. To help us serve you in the future, please indicate the general purposes for which data will be used:
- Are you looking at data by:
- |                                    |   |
|------------------------------------|---|
| <input type="checkbox"/> Statewide | <input type="checkbox"/> Market Share Analysis          |
| <input type="checkbox"/> County    | <input type="checkbox"/> Health Plan/Insurance Coverage |
| <input type="checkbox"/> Zip Code  | <input type="checkbox"/> Services/Utilization           |
| <input type="checkbox"/> Hospital  | <input type="checkbox"/> Quality of Care/Outcomes       |
|                                    | <input type="checkbox"/> Other _____                    |

## Data Use Agreement

The Office of Statewide Health Planning and Development (OSHPD) collects and disseminates patient discharge data pursuant to the mandates found in the Health Data and Advisory Council Consolidation Act, Health and Safety Code section 128675 et seq. It is the policy of the Office to protect patients' rights of confidentiality as required by that Act. We have, therefore, developed a de-identified patient-level data set.

In accessing patient level data, I agree to the following:

- I will not further distribute any patient-level data or individual patient records, and I will not permit others to do so.
- I will not use or permit others to use the data to learn the identity of any individual patient.
- I will not link or permit others to link the data with any other individual level data that would increase the potential for patient identification.
- I will indemnify, defend, and hold harmless OSHPD from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this agreement.
- I understand that any violation of this Agreement may be subject to appropriate legal action by the State of California.

Requester (Signature) \_\_\_\_\_

Date \_\_\_\_\_

Requester (Print) \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

Fax \_\_\_\_\_

City, State, Zip \_\_\_\_\_

E-mail \_\_\_\_\_

Web Address \_\_\_\_\_

**Note to Purchaser: Shipment of the data product will only be made to the person who signs this Agreement.**